

Exhibit 1

Revised Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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|--|---|---------------------------|
| In re: |) | |
| |) | Chapter 11 |
| |) | |
| JOANN INC., <i>et al.</i> , ¹ |) | Case No. 25-10068 (CTG) |
| |) | |
| Debtors. |) | (Jointly Administered) |
| |) | |
| |) | Re: Docket No. 385 |

**ORDER
(I) AUTHORIZING
AND APPROVING THE
CONDUCT OF STORE CLOSING SALES,
WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS,
CLAIMS, AND ENCUMBRANCES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”), (a) authorizing and approving the initiation of store closing or similar themed sales at the stores identified on Schedule 1 (the “Store Closings” and, collectively, the “Initial Closing Stores”); (b) authorizing the Debtors to conduct Store Closings at additional stores (the “Additional Closing Stores” if any, and together with the Initial Closing Stores, the “Closing Stores”) at a later date or dates pursuant to the procedures set forth herein, with all such sales to be free and clear of all liens, claims, and encumbrances (the “Store Closing Sales”), in accordance with the terms of the store closing procedures (the “Store Closing Procedures”), attached as Schedule 2; (c) approving modifications

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

to the Gift Card Program and Refund and Exchange Policy; and (d) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:³

- A. The Debtors have advanced sound business reasons for adopting the Store Closing Procedures as set forth in the Motion and at the Hearing.
- B. The Store Closing Procedures, which are attached hereto as Schedule 2, are reasonable and appropriate, and the conduct of the Store Closing Sales in accordance with the Store Closing Procedures will provide an efficient means for

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. *See* Fed. R. Bankr. P. 7052.

the Debtors to dispose of the Store Closing Assets and are in the best interest of the Debtors' estates.

- C. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient and sound business purposes and justifications for the relief approved herein.
- D. The Store Closings and Store Closing Sales are in the best interest of the Debtors' estates.
- E. The Dispute Resolution Procedures are fair and reasonable. To the extent the Dispute Resolution Procedures conflict with Liquidation Sale Laws or other applicable nonbankruptcy law, the Dispute Resolution Procedures shall control.
- F. The Debtors have represented that they intend to neither sell nor lease personally identifiable information pursuant to the relief requested in the Motion.
- G. The entry of this Order is in the best interests of the Debtors and their estates; and now therefore it is hereby ORDERED THAT:
 - 1. The Motion is granted as set forth herein.
 - 2. To the extent any conflict between this Order and the Store Closing Procedures, the terms of this Order shall control.

I. Authority to Engage in Store Closing Sales and Conduct Store Closings

3. The Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately conduct the Store Closing Sales at the Closing Stores in accordance with this Order and the Store Closing Procedures.

- 4. The Store Closing Procedures are approved in their entirety.

5. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Order and the Store Closing Procedures.

6. All entities that are presently in possession of some or all of the Inventory or FF&E in which the Debtors hold an interest that are or may be subject to this Order hereby are directed to surrender possession of such merchandise or FF&E to the Debtors.

7. Notwithstanding anything to the contrary in this Order, the Debtors shall not sell or abandon any property that the Debtors know is not owned by the Debtors; *provided*, that the Debtors will either (a) provide for the return of such property to the Debtors' headquarters, or (b) return such property to the applicable lessor or other owner of such property.

8. Neither the Debtors nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Store Closing Sales and Store Closings and to take the related actions authorized herein.

II. Conduct of the Store Closing Sales

9. All newspapers and other advertising media in which the Store Closing Sales and Store Closings may be advertised and all landlords are directed to accept this Order as binding authority so as to authorize the Debtors to conduct the Store Closing Sales and Store Closings, including, without limitation, to conduct and advertise the sale of the merchandise and FF&E in the manner contemplated by and in accordance with this Order and the Store Closing Procedures.

10. Subject to the Dispute Resolution Procedures provided for in this Order, the Debtors are hereby authorized to take such actions as may be necessary and appropriate to conduct the Store Closing Sales and Store Closings without necessity of further order of this Court as provided in the Store Closing Procedures (subject to any Side Letters, as defined below), including,

but not limited to, advertising the sale as a “store closing sale”, “sale on everything”, “everything must go”, or similar-themed sales as contemplated in the Store Closing Procedures through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers, A-frames, and other street signage, as contemplated in the Store Closing Procedures.

11. Except as expressly provided in the Store Closing Procedures (subject to any Side Letter (as defined herein)), the sale of the Inventory and FF&E shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement to the contrary relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Store Closing Sales (including the sale of the Inventory and FF&E) or “going dark” provisions. Any such restrictions shall not be enforceable in conjunction with the Store Closings or the Store Closing Sales. Breach of any such provisions described above in conjunction with the Store Closings or the Store Closing Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Store Closing Sales are conducted in accordance with the terms of this Order, any Side Letter (as defined below), and the Store Closing Procedures. The Debtors and the landlords of the Closing Stores are authorized to enter into agreements (“Side Letters”) between themselves modifying the Store Closing Procedures without further order of the Court, and such Side Letters shall be binding as among the Debtors and any such landlords, *provided* that, to the extent the liquidation of (a) ABL Priority Collateral is involved, the Debtors shall consult with the Prepetition ABL Agent and the Prepetition FILO Agent (i) before entering into any agreement, including a Side Letter, regarding any amendments or modifications to the Store Closing Procedures, and (ii) before abandoning any

ABL Priority Collateral located at the Closing Stores; *and* (b) Term Priority Collateral is involved the Debtors shall consult with the Prepetition Term Agent and the Prepetition Term Loan Lender Ad Hoc Group (i) before entering into any agreement, including a Side Letter, regarding any amendments or modifications to the Store Closing Procedures, and (ii) before abandoning any Term Priority Collateral located at the Closing Stores; *provided* that this paragraph 11(b) shall be subject to the terms and rights set forth in paragraph 17 of this Order, *provided further* that nothing in such Side Letters affects the provisions of this Order, except with respect to the conduct of the Store Closing Sales. In the event of any conflict between the Store Closing Procedures, any Side Letter, and this Order, the terms of such Side Letter shall control.

12. Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closing Sales or the sale of Inventory or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, as applicable, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings (including the sale of inventory or FF&E), and/or (b) instituting any action or proceeding in any court (other than in the Bankruptcy Court) or administrative body seeking an order or judgment against, among others, the Debtors, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closing Sales or sale of the Inventory or FF&E, or other liquidation sales at the closing locations and/or seek to

recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

13. All in-store sales of Store Closing Assets shall be “as is” and final. Conspicuous signs stating that “all sales are final” and “as is” will be posted at the point-of-sale areas at all Closing Stores. As to the Closing Stores, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.”

14. The Debtors are directed to remit all taxes arising from the Store Closing Sales to the applicable Governmental Units as and when due, *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of such dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. This Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state, provincial or federal law, and does not constitute a declaratory judgment with respect to any party’s liability for taxes under state, provincial or federal law.

15. Pursuant to section 363(f) of the Bankruptcy Code, the Debtors are authorized to sell the Store Closing Assets and all sales of Store Closing Assets shall be free and clear of any and all liens, claims, encumbrances, and other interests; provided, however, that any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closing Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closing Assets, subject to any claims and defenses that the Debtors may possess with respect thereto.

16. The Debtors (as the case may be) are authorized and empowered to transfer Store Closing Assets among, and into, the Closing Stores in accordance with the Store Closing Procedures, as applicable. The Debtors may sell their FF&E as provided for and in accordance with the terms of the Store Closing Procedures (as may be modified by any Side Letter) and subject to paragraph 17 of this Order; *provided*, that the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law.

17. Notwithstanding anything to the contrary contained herein, in the Store Closing Procedures, or in the Cash Collateral Order, the Debtors shall not sell or abandon any Store Closing Assets that constitute Term Priority Collateral under that certain Second Amended and Restated Intercreditor Agreement, dated as of April 30, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”) by and between Bank of America, N.A., as ABL Agent, and Wilmington Savings Fund Society, FSB, as Term Agent, including, without limitation, any FF&E, until after April 18, 2025. After April 18, 2025, any cash proceeds from the sale of any Store Closing Assets that constitute Term Priority Collateral, including, without limitation, any FF&E, shall be deposited into a segregated bank account immediately upon receipt for the benefit of the Prepetition Term Loan Lenders and the Prepetition Term Loan Agent and not subject to any liens, claims, or encumbrances other than liens, claims, and encumbrances for the benefit of the Prepetition Term Loan Lenders and the Prepetition Term Loan Agent. To the extent applicable, in the event the Debtors sell any bundled package or combination of Store Closing Assets that includes both ABL Priority Collateral and Term Priority Collateral, the rights of the Prepetition Term Loan Lenders and the Prepetition Term

Loan Agent with respect to the allocation and distribution of such sale proceeds pursuant to the terms of the Intercreditor Agreement shall be fully preserved.

18. Neither the Store Closing Procedures nor this Order authorize the Debtors to transfer or sell to any party the personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) ("PII") of any customers unless such sale or transfer is permitted by the Debtors' privacy policies and applicable state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the "Applicable Privacy Laws").

19. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors hardware, software, computers or cash registers or similar equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable.

20. Nothing herein shall limit the Debtors' right to pause or discontinue a Store Closing Sale at a Closing Store on notice to affected parties.

21. Nothing herein is intended to affect any rights of any applicable government unit to enforce any law affecting the Debtors' conduct of any store closing sale that occurred before the Petition Date.

III. Procedures Relating to Additional Closing Stores

22. To the extent that the Debtors seek to conduct Store Closing Sales at any Additional Closing Store, the Store Closing Procedures and this Order shall apply to the Additional Closing Stores.

23. Prior to conducting the Store Closing Sales at any Additional Closing Store, the Debtors will file a list including such Additional Closing Store with this Court (each, an “Additional Closing Store List”), and serve a notice of their intent to conduct the Store Closing Sales at the Additional Closing Store on the applicable landlords (collectively, the “Additional Closing Store Landlords”), the Additional Closing Store Landlords’ counsel of record (if known), and other interested parties by email (to the extent such parties have previously consented in writing to receiving service by email) or overnight mail within three (3) business days of filing the Additional Closing Store List. With respect to Additional Closing Store Landlords, the Debtors will mail, if applicable, such notice to the notice address set forth in the lease for such Additional Closing Store (or, if none, at the last known address available to the Debtors).

24. The Additional Closing Store Landlords and any interested parties shall have fourteen (14) days after service of the applicable Additional Closing Store List to object to the application of this Order to an Additional Closing Store or request that the Debtors enter into a Side Letter with the applicable landlord of the Additional Closing Store as permitted by paragraph 11 herein. If no timely objections are filed with respect to the application of this Order to an Additional Closing Store, the Debtors are authorized, pursuant to sections 105(a), and 363(b) and (f) of the Bankruptcy Code, to proceed with conducting the Store Closing Sales at the Additional Closing Stores in accordance with this Order and the Store Closing Procedures. If any objections are filed with respect to the application of this Order, to an Additional Closing Store, and such

objections are not resolved, the objections and the application of this Order to the Additional Closing Store will be considered by the Court at the next regularly scheduled omnibus hearing, subject to the rights of any party to seek relief on an emergency basis on shortened notice, to the extent necessary. Any objections as to particular Additional Closing Stores will not affect the Debtors' rights to begin Store Closing Sales at non-objected Additional Closing Stores.

IV. Gift Card Program and Refund and Exchange Policy.

25. Fourteen (14) days following the entry of this Order, the Debtors will no longer accept gift cards on the ecommerce platform or in their retail stores. All such validly-issued gift cards will be deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards may not be redeemed for cash at any time.

26. Fourteen (14) days following the entry of this Order, the Debtors will no longer accept refunds, returns, or exchanges of merchandise sold in the Debtors' retail stores or on the Debtors' ecommerce platform.

27. The Debtors shall post a one-page notice summarizing the foregoing policy changes at the registers in each of the Closing Stores within three business days following the entry of this Order.

28. As of the date of the entry of this Order, the sale of all items in the Debtors' retail stores shall be considered "final."

V. Dispute Resolution Procedures with Governmental Units

29. Nothing in this Order, the Store Closing Procedures, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property

after the date of entry of this Order. Nothing contained in this Order, the Store Closing Procedures, or any Side Letter shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Store Closing Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the collection of sales taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and “weights and measures” regulation and monitoring (collectively, “General Laws”). Nothing in this Order, the Store Closing Procedures, or any Side Letter shall alter or affect obligations to comply with all applicable federal Safety Laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’ rights to assert in that forum or before this Court, that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Order. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

30. To the extent that the sale of Store Closing Assets is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, rule, or licensing requirement

directed at regulating “going out of business,” “store closing,” or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the sale of the Store Closing Assets, including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closing Assets, the dispute resolution procedures in this section shall apply and the Dispute Resolution Procedures shall control over any Side Letters:

- (A) Provided that the Store Closing Sales are conducted in accordance with this Order and the Store Closing Procedures, the Debtors and the Debtors’ landlords, shall be presumed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as “Local”) and State requirements governing the conduct of the Store Closing Sales of the Store Closing Assets, including but not limited to Local statutes, regulation and ordinances establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Store Closing Sales and sales of the Store Closing Assets (collectively, the “Liquidation Sale Laws”) of any state or Local Governmental Unit (as defined in Bankruptcy Code section 101(27)); provided, that the term “Liquidation Sale Laws” shall be deemed not to include any public health or safety laws of any state (collectively, “Safety Laws”), and the Debtors shall continue to be required to comply, as applicable, with such Safety Laws and General Laws, subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.
- (B) Within three (3) business days after entry of this Order, the Debtors will serve by first-class mail, copies of this Order and the Store Closing Procedures on the following: (a) the Attorney General’s office for each state where the Store Closing Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Store Closing Sales are being held; (c) the division of consumer protection for each state where the Store Closing Sales are being held; (d) the landlords, and any known counsel for the landlords, if any, for the Closing Stores; and (e) any subtenants (if any) under the leases with respect to the Closing Stores (collectively, the “Dispute Notice Parties”).

- (C) With respect to any Additional Closing Stores, within three (3) business days after filing any Additional Closing Store List with the Court, the Debtors will serve by first-class mail, copies of the Order and the Store Closing Procedures on the Dispute Notice Parties.
- (D) To the extent that there is a dispute arising from or relating to the Store Closing Sales, this Order, or the Store Closing Procedures, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Within ten (10) days following entry of this Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the “Dispute Notice”) explaining the nature of the dispute to: (a) the Debtors, JOANN Inc., 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. (aparna.yenamandra@kirkland.com) and 333 West Wolf Point Plaza, Chicago Illinois 60654, Attn.: Jeffrey Michalik (jeff.michalik@kirkland.com), and Lindsey Blumenthal (lindsey.blumenthal@kirkland.com) and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley (preilley@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), Michael E. Fitzpatrick (mfitzpatrick@coleschotz.com), and Jack M. Dougherty (jdougherty@coleschotz.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates (malcolm.m.bates@usdoj.gov); (d) counsel to the Prepetition ABL Agent, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn.: Christopher Carter (christopher.carter@morganlewis.com) and Marjorie Crider (marjorie.crider@morganlewis.com); (e) counsel to the Prepetition FILO Agent, Choate Hall & Stewart LLP, 2 International Place, Boston, Massachusetts 02110, Attn.: John Ventola (jventola@choate.com) and Jonathan Marshall (jmarshall@choate.com); (f) counsel to the Prepetition Term Loan Lender Ad Hoc Group, (i) Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg (SGreenberg@gibsondunn.com), Josh Brody (JBrody@gibsondunn.com), and Kevin Liang (KLiang@gibsondunn.com), (ii) Glenn Agre Bergman & Fuentes LLP, 1185 Avenue of the Americas, 22nd Floor, New York, New York 10035, Attn: Andrew Glenn (aglenn@glennagre.com), Kurt Mayr (kmayr@glennagre.com), Agustina Berro (aberro@glennagre.com), Malak Doss (mdoss@glennagre.com), and Esther Hong (ehong@glennagre.com), and (iii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th

Floor, Wilmington, Delaware 19801, Attn: Donna Culver (dculver@morrisnichols.com), Robert Dehney (rdehney@morrisnichols.com), Matthew Harvey (mharvey@morrisnichols.com), and Brenna Dolphin (bdolphin@morrisnichols.com); (g) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit (jeffrey.gleit@afslaw.com) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg (jonathan.bagg@afslaw.com), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley (matthew.bentley@afslaw.com); (h) the affected landlord, and their counsel, if any; and (i) the Committee, (i) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street 17th Floor, Wilmington, DE 19899 Attn.: Bradford Sandler (bsandler@pszjlaw.com) and James E. O'Neill (joneill@pszjlaw.com) and (ii) Kelley Drye & Warren LLP, 3 World Trade Center, New York, New York 10007, Attn: Jason Adams (jadams@kelleydrye.com), Maeghan McLoughlin (mmcloughlin@kelleydrye.com), and Connie Choe (cchoe@kelleydrye.com). If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within fifteen (15) days after service of the notice, the Governmental Unit may file a motion with the Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

- (E) In the event that a Dispute Resolution Motion is filed, nothing in this Order shall preclude the Debtors, a landlord, or any other interested party from asserting (A) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (B) that the terms of this Order nor the conduct of the Debtors pursuant to this Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Order or to limit or interfere with the Debtors’ ability to conduct or to continue to conduct the Store Closing Sales pursuant to this Order, as applicable, absent further order of the Court. Upon the entry of this Order, the Court grants authority for the Debtors to conduct the Store Closing Sales pursuant to the terms of this Order and the Store Closing Procedures (as may be modified by any Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

- (F) If, at any time, a dispute arises between the Debtors and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (D) and (E) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made de novo.

31. Subject to paragraphs 29 and 30 above, each and every federal, state, or Local agency, departmental, or Governmental Unit with regulatory authority over the Store Closing Sales and all newspapers and other advertising media in which the Store Closing Sales are advertised shall consider this Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors be required to post any bond, to conduct the Store Closing Sales. Nothing in this Order is intended to affect any rights of any Governmental Unit to enforce any law affecting the Debtors' conduct of any store closing sale that occurred prior to the Petition Date (if any).

32. Provided that the Store Closing Sales are conducted in accordance with the terms of this Order and the Store Closing Procedures (as may be modified by Side Letters) and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closing Sales in accordance with the terms of this Order and the Store Closing Procedures (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws.

33. Nothing in this Order, the Store Closing Procedures, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property

after the date of entry of this Order. Nothing contained in this Order, the Store Closing Procedures, or any Side Letter shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code.

34. Notwithstanding anything to the contrary herein, in view of the importance of the use of sign-walkers, banners, and other advertising to the Store Closing Sales and the Store Closings, to the extent that disputes arise during the course of the Store Closing Sales regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with this Court. Such hearing will, to the extent practicable and subject to the Court's availability, be scheduled initially no later than the earlier of (a) the Hearing or (b) within three (3) business days of such request; *provided, that*, notice of such hearing will be promptly provided to the Notice Parties, including the Debtors, Committee, the Prepetition Term Loan Lender Ad Hoc Group, and any impacted landlord (and their counsel, if any). This scheduling procedure shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

VI. Other Provisions

35. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief (including any payment made in accordance with this Order), nothing in this Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any

particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

36. Notwithstanding anything to the contrary herein, any payment made or authorization provided pursuant to this Order, including the application of any proceeds from the sale or other asset dispositions contemplated herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral, and any budgets in connection therewith governing any such use of cash collateral; *provided* that any application of any proceeds from the sale or other asset dispositions of Store Closing Assets contemplated herein that is derived from Term Priority Collateral shall be subject to the terms and rights set forth in paragraph 17 of this Order.

37. No payment may be made by the Debtors to, or for the benefit of, any non-Debtor Insider (as defined in section 101 of the Bankruptcy Code) or any non-Debtor affiliate of or related party to any such Insider pursuant to this Order without further court approval on notice to parties in interest.

38. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

39. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

40. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

41. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

42. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

43. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

44. This Court shall retain jurisdiction with regard to all issues or disputes relating to this Order, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors and the landlords for protection from

interference with the Store Closings or Store Closing Sales, (c) any other disputes related to the Store Closings or Store Closing Sales, and (d) protect the Debtors against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action in respect of the Debtors, the landlords, the Store Closings, or the Store Closing Sales until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

Schedule 1

Initial Closing Stores

Initial Closing Stores

| Store # | Address | Zip | City | State | Landlord |
|---------|-------------------------------------|-------|-------------------|-------|--|
| 2545 | 3801 Old Seward Highway | 99503 | Anchorage | AK | Furniture Enterprises of Alaska, Inc. |
| 1096 | 8745 Glacier Hwy | 99801 | Juneau | AK | CPIF Nugget Mall, LLC |
| 2010 | 354 Cox Creek Pkwy | 35630 | Florence | AL | Central Shopping Centers CC, LLC |
| 2177 | 7951 Eastchase Pkwy | 36117 | Montgomery | AL | East Chase Market Center, LLC |
| 2497 | 1702 Veterans Memorial Pkwy East | 35404 | Tuscaloosa | AL | Saroni Real Estates, LLC |
| 2498 | 7609 Rogers Avenue | 72903 | Fort Smith | AR | Fort Smith Marketplace, LLC |
| 2483 | 2813 E Nettleton Avenue | 72401 | Jonesboro | AR | Hilltop Development, Inc. |
| 2297 | 2637 Lakewood Village Drive | 72116 | No Little Rock | AR | Lakewood Village Shopping Park LLC |
| 2349 | 2616 S Shackelford Rd, Ste A | 72205 | Little Rock | AR | Ventures Karma, LLC |
| 1831 | 1514 S Riordan Ranch St | 86001 | Flagstaff | AZ | LNN Enterprises, Inc. |
| 2186 | 2303 Miracle Mile Road | 86442 | Bullhead City | AZ | Riverson, LLC |
| 1917 | 5021 E Ray Rd | 85044 | Phoenix | AZ | DT AHWATUKEE FOOTHILLS, LLC |
| 1965 | 21001 N Tatum Blvd | 85050 | Phoenix | AZ | Vestar/DRM-OPCO LLC |
| 2132 | 1717 N Dysart Road | 85392 | Avondale | AZ | Alameda Crossing Station LLC |
| 2137 | 825 N Dobson Road | 85201 | Mesa | AZ | Kimco Riverview, LLC |
| 2210 | 1325 E Florence Blvd | 85122 | Casa Grande | AZ | DJK-CASA GRANDE, LLC |
| 2281 | 21238 S Ellsworth Loop Road | 85142 | Queen Creek | AZ | QCM Partners, LLC |
| 2522 | 3049 East Indian School Road | 85016 | Phoenix | AZ | Arcadia Fiesta LP |
| 2042 | 7255 East Broadway Blvd | 85710 | Tucson | AZ | Jumbo Property Group LLC |
| 2330 | 18785 S I-19 Frontage Rd, Suite 113 | 85614 | Green Valley | AZ | Sahuanta Plaza, LLC |
| 1014 | 3010 Ming Ave | 93304 | Bakersfield | CA | Ming Retail Plaza LLC |
| 920 | 2485 Notre Dame Blvd Ste 310 | 95928 | Chico | CA | Carwood Skypark LLC |
| 2084 | 8062 N Blackstone Ave | 93720 | Fresno | CA | River Park Plaza, L.P. |
| 1152 | 3588 Palo Verde Ave | 90808 | Long Beach | CA | Gia Khanh LLC |
| 1288 | 2086 Foothill Blvd Ste A | 91750 | La Verne | CA | ASL Investments, LLC |
| 1447 | 9901 Adams Ave | 92646 | Huntington Beach | CA | LMC, LP |
| 1798 | 2115 W Commonwealth Ave | 91803 | Alhambra | CA | KRCX Price REIT, LLC |
| 1803 | 2160 Foothill Blvd | 91011 | La Canada | CA | Winkal Holdings, LLC |
| 1873 | 5255 Lakewood Blvd | 90712 | Lakewood | CA | Fisher Real Estate Partners (Lakewood), LP |
| 1919 | 21800 Hawthorne Blvd Ste 100 | 90503 | Torrance | CA | Del Amo Fashion Center Operating Company, L.L.C. |
| 1954 | 19819 Rinaldi St | 91326 | Northridge | CA | PRTC, LP |
| 2119 | 5885 Lincoln Avenue | 90620 | Buena Park | CA | Smart Cienega SPE, LLC |
| 2126 | 2170 Barranca Pkwy | 92606 | Irvine | CA | Von Karman Plaza, LLC |
| 2374 | 22914 W Victory Blvd | 91367 | Woodland Hills | CA | Pride Center Co., LLC |
| 2389 | 1000 South Central Avenue | 91204 | Glendale | CA | Aria Investments LLC |
| 2442 | 3300 Yorba Linda Boulevard | 92831 | Fullerton | CA | ROIC Fullerton Crossroads LLC |
| 2452 | 26583 Carl Boyer Drive | 91350 | Santa Clarita | CA | Spirit Properties, Ltd. |
| 2523 | 1411 N. Tustin Streets | 92867 | Orange | CA | GVD Commercial Properties, Inc. |
| 2526 | 26742 Portola Parkway | 92610 | Foothill Ranch | CA | Foothill-Pacific Towne Centre |
| 2546 | 13730 Riverside Drive | 91423 | Sherman Oaks | CA | Riverside Woodman Partners |
| 2420 | 2717 Countryside Drive | 95380 | Turlock | CA | Rhino Holdings Turlock, LLC |
| 812 | 510 Harris St | 95503 | Eureka | CA | Wright Family Enterprises LLC |
| 2202 | 1151 Sanguinetti Road | 95370 | Sonoma | CA | Omega Sonoma LLC |
| 2441 | 11 N State Highway 49-88 | 95642 | Jackson | CA | Jackson GOJO |
| 1809 | 2351 N Rose Ave | 93036 | Oxnard | CA | McGrath-RHD Partners LP |
| 1818 | 2242 Tapo St | 93063 | Simi Valley | CA | Santa Susana GRF2, LLC |
| 2353 | 1175 Dana Drive | 96003 | Redding | CA | DANA DRIVE INVESTORS |
| 1440 | 2250 Griffin Way | 92879 | Corona | CA | Countryside Center Corona |
| 1920 | 40462 Winchester Rd | 92591 | Temecula | CA | Kite Realty Group, L.P. |
| 2096 | 1625 W Lugonia Avenue | 92374 | Redlands | CA | Hyosen Properties, Inc. |
| 2142 | 12765 Dinah Shore Dr | 92270 | Rancho Mirage | CA | HPC-KCB Monterey Marketplace, LLC |
| 2270 | 12779 Main Street | 92340 | Hesperia | CA | WLFX Hesperia, LLC |
| 2422 | 3635 Riverside Plaza Dr, Ste 240 | 92506 | Riverside | CA | CPT Riverside Plaza, LLC |
| 2527 | 2981 West Florida Avenue (Unit G1) | 92545 | Hemet | CA | Granite Village West, LP |
| 2529 | 5545 Philadelphia St | 91710 | Chino | CA | SHUR, LLC |
| 1568 | 3130 Arden Way | 95825 | Sacramento | CA | Rhino Holdings Arden, LLC |
| 1771 | 375 W Main St Ste E | 95695 | Woodland | CA | Westgate Woodland, LLC |
| 2033 | 8509 Bond Road | 95624 | Elk Grove | CA | JUD-HOV Elk Grove, LLC |
| 2203 | 1010 East Bidwell Street | 95630 | Folsom | CA | Millbrae Square Company |
| 2542 | 5489 Sunrise Blvd | 95610 | Citrus Heights | CA | MGP XII Sunrise Village, LLC |
| 2444 | 1425 N. Davis Road | 93907 | Salinas | CA | Tony Sammut Investments |
| 1464 | 2227 S El Camino Real Ste C | 92054 | Oceanside | CA | Milan Real Estate Investments, LLC |
| 1843 | 12313 Poway Rd | 92064 | Poway | CA | Poway Investment Company |
| 1845 | 3633 Midway Dr | 92110 | San Diego | CA | FW CA-Point Loma Plaza, LLC |
| 2559 | 177 South Las Posas Road | 92078 | San Marcos | CA | WPI-Grand Plaza San Marcos, LLC |
| 112 | 245 Tamal Vista Blvd | 94925 | Corte Madera | CA | TAM Partners, LP |
| 730 | 1948 S El Camino Real | 94403 | San Mateo | CA | El Camino Promenade, LLC |
| 871 | 308 Walnut St | 94063 | Redwood City | CA | PBA II LLC |
| 2133 | 1675 B Willow Pass Road | 94520 | Concord | CA | Montgomery Realty Group, LLC |
| 2150 | 300 El Cerrito Plz | 94530 | El Cerrito | CA | MCD-RC CA-EL CERRITO, LLC |
| 2189 | 7177 Amador Plaza Road | 94568 | Dublin | CA | RMAF IA, LLC |
| 2271 | 699 Lewelling Blvd Suite 230 | 94579 | San Leandro | CA | WRI/Greenhouse, L.P. |
| 2533 | 423 Westlake Center (Second Level) | 94015 | Daly City | CA | Kimco Westlake L.P. |
| 605 | 19765 Stevens Creek Blvd | 95014 | Cupertino | CA | Redding MHP Estates, L.P. |
| 1787 | 225 Tennant Sta | 95037 | Morgan Hill | CA | Facchino/Labarbera-Tennant Station LLC |
| 154 | 3620 Industrial Dr | 95403 | Santa Rosa | CA | Manor Development Co. |
| 1763 | 425 Rohnert Park Expy W | 94928 | Rohnert Park | CA | Giacomini Trusts |
| 1877 | 2210 Daniels St | 95337 | Manteca | CA | DKS Investments, Inc. |
| 2474 | 10916-B Trinity Parkway | 95219 | Stockton | CA | Joule Park West Owner, LLC |
| 850 | 2051 Harbison Dr | 95687 | Vacaville | CA | R/M Vacaville, LTD, L.P. |
| 2462 | 704 West Onstott Rd | 95991 | Yuba City | CA | Yuba Raley's 2003 LLC |
| 1874 | 2440 Arapahoe Ave | 80302 | Boulder | CO | FW CO-Arapahoe Village, LLC |
| 1672 | 13861 E Exposition Ave | 80012 | Aurora | CO | Core Aurora CS, LLC |
| 2055 | 9090 East Phillips Place | 80112 | Centennial | CO | Yosemite Park Shopping Center 05 A, L.L.C. |
| 2071 | 7360 South Garfield Road | 80016 | Aurora | CO | GP Retail I, LLC - dba SRV Investors |
| 2124 | 1601 Fall River Drive | 80538 | Loveland | CO | Centerra Retail Shops, LLC |
| 2013 | 3449 Dillon Dr | 81008 | Pueblo | CO | Renaissance Partners I, LLC |
| 2182 | 143 Federal Rd | 06804 | Brookfield | CT | Brookfield (E & A), LLC |
| 701 | 274 E Main St | 06413 | Clinton | CT | Triple Net Clinton, LLC |
| 1924 | 1440 Pleasant Valley Rd | 06042 | Manchester | CT | Plaza at Buckland Hills, LLC |
| 1942 | 3105 Berlin Tpke | 06111 | Newington | CT | Ceres Newington Associates LLC |
| 2268 | 136 Elm Street, Suite A | 06082 | Enfield | CT | Freshwater MZL LLC |
| 2411 | 774 Queen St | 06489 | Southington | CT | Southington/Route 10 Associates LP |
| 976 | 2300 Dixwell Ave | 06514 | Hamden | CT | M C Co., LLC |
| 2123 | 1405 Boston Post Road | 06460 | Milford | CT | B33 Milford Crossing LLC |
| 2367 | 39 South Main St | 06790 | Torrington | CT | Torrington Plaza, LLC |
| 1607 | 117 Salem Tpke | 06360 | Norwich | CT | Plaza Enterprises |
| 630 | 283 N Dupont Hwy Ste F | 19901 | Dover | DE | MDR Dover LP |
| 2063 | 341 W Main St | 19702 | Newark | DE | Christiana Town Center, LLC |
| 1922 | 4610 S Cleveland Ave | 33907 | Fort Myers | FL | B&B South Plaza Holdings LLC |
| 2537 | 8072 Mediterranean Drive | 33928 | Estero | FL | Coconut Point Town Center, LLC |
| 816 | 224B Eglin Pkwy Ne | 32547 | Fort Walton Beach | FL | Mariner Plaza Realty Associates, LP |
| 1595 | 2400 W International Spdwy Blvd | 32114 | Daytona Beach | FL | Festival Properties, Inc. |
| 1925 | 6001 Argyle Forest Blvd Ste 11 | 32244 | Jacksonville | FL | Weingarten Nostat, LLC |
| 2335 | 463877 State Road 200 | 32097 | Yulee | FL | NNN Yulee FL Owner LP |
| 312 | 4241 Us Highway 98 N | 33809 | Lakeland | FL | ARC NLLKFL001, LLC |
| 135 | 8257 W Flagler St | 33144 | Miami | FL | Flagler S.C., LLC |
| 583 | 10875 Caribbean Blvd | 33189 | Miami | FL | Realty Income Corporation |
| 968 | 7706 N Kendall Dr | 33156 | Miami | FL | Dadeland Greenery LP |
| 1023 | 1131 S Federal Hwy | 33062 | Pompano Beach | FL | Pompano MZL LLC |
| 1044 | 4700 Hollywood Blvd | 33021 | Hollywood | FL | J and H Hollywood, LLC |
| 1452 | 1632 S Federal Hwy | 33435 | Boynton Beach | FL | Isram Riverwalk, LLC |
| 1596 | 3340 Nw 62Nd Ave | 33063 | Margate | FL | SVAP III Coral Landings, LLC |
| 1862 | 940 S State Road 7 | 33414 | Wellington | FL | MCP - Wellington, LLC |
| 2144 | 11251 Pines Blvd | 33026 | Pembroke Pines | FL | RK Pembroke Pines, LLC |
| 2167 | 801 South University Dr Suite 75 | 33524 | Plantation | FL | Fountains SC, LLC |

| Store # | Address | Zip | City | State | Landlord |
|---------|-----------------------------------|-------|-------------------|-------|---|
| 2435 | 3942 Northlake Blvd | 33403 | West Palm Beach | FL | SUSO 5 Northlake LP |
| 2077 | 6424 Naples Blvd Suite 501 | 34109 | Naples | FL | GLL Selection II Florida, L.P. |
| 998 | 4934 S Tamiami Trl | 34231 | Sarasota | FL | 95 ORRPT, LLC |
| 1107 | 4143 Tamiami Trl S Bay 20 | 34293 | Venice | FL | Brixmor Venice Village Shoppes LLC |
| 1244 | 2405 Sw 27Th Ave | 34471 | Ocala | FL | MBFY Ocala, LLC |
| 1598 | 540 N Us Hwy 441 | 32159 | Lady Lake | FL | SRK Lady Lake 21 SPE, LLC |
| 1908 | 3562 E Colonial Dr | 32803 | Orlando | FL | ARC CLORLFL001, LLC, 050019 |
| 1915 | 924 W State Road 436 Ste 1450 | 32714 | Altamonte Springs | FL | Ledo International Corp. Ltd. |
| 2032 | 825 N Alafaya Trail | 32828 | Orlando | FL | Waterford Lakes Town Center, LLC |
| 2058 | 4801 W Irlo Bronson Memorial Hwy | 34746 | Kissimmee | FL | Kissimmee West Florida, LP |
| 2131 | 120 N Entrance Road | 32771 | Sanford | FL | Highyon Shopping Center Investment Funds No. 106 L.P. |
| 2139 | 3379 Daniels Road | 34787 | Winter Garden | FL | DDR Winter Garden LLC |
| 2279 | 5921 20Th St. Unit B | 32966 | Vero Beach | FL | Ed Schlitt LC, dba Coldwell Banker |
| 333 | 4387 Commercial Way | 34606 | Spring Hill | FL | Lakewood Station LLC |
| 1333 | 10057 Us Highway 19 | 34668 | Port Richey | FL | Home Depot Plaza Associates Ltd. |
| 1861 | 6234 Commerce Palms Blvd | 33647 | Tampa | FL | Tampa Palms Shopping Plaza, LLC |
| 1958 | 12635 Citrus Plaza Dr | 33625 | Tampa | FL | KIR Tampa 003, LLC |
| 2025 | 2500 66Th St N | 33710 | Saint Petersburg | FL | Makabe & Makabe, LLC |
| 2031 | 2343 Curlew Road | 34698 | Dunedin | FL | Curlew Crossing S.C., LLC |
| 2534 | 3055 Atlanta Highway | 30606 | Athens | GA | Crimson 1031 Portfolio, LLC |
| 1549 | 9439 Highway 5 | 30135 | Douglasville | GA | Selig Enterprises, Inc. |
| 1921 | 2255 Pleasant Hill Rd Ste 200 | 30096 | Duluth | GA | G.W. Real Estate of Georgia, LLC |
| 1960 | 965 N Point Dr | 30022 | Alpharetta | GA | Spirit Master Funding IV, LLC |
| 2005 | 1630 Scenic Hwy N Ste O | 30078 | Snellville | GA | SVAP IV PRESIDENTIAL, LLC |
| 2016 | 250 Pavilion Pkwy | 30214 | Fayetteville | GA | Fayette Pavilion LLC |
| 2359 | 1380 Dogwood Drive | 30013 | Conyers | GA | ALTO Conyers Plaza, LP |
| 2364 | 1074 Bullsboro Drive, Unit #6 | 30265 | Newnan | GA | RPT Newnan LLC |
| 2414 | 540 A Lakeland Plaza | 30040 | Cumming | GA | ORF VIII Lakeland Plaza, LLC |
| 2247 | 137 Golden Isles Plaza Parkway | 31520 | Brunswick | GA | Golden Isles Plaza, LLC |
| 1891 | 5080 Riverside Dr Ste 1300 | 31210 | Macon | GA | Shoppes at River Crossing, LLC |
| 2490 | 2951 Watson Blvd | 31093 | Warner Robins | GA | CJ Warner Robbins, LLC |
| 1650 | 632 Lincoln Way | 50010 | Ames | IA | Midwest Centers, L.P. |
| 2249 | 1205 Se 16Th Court, Suite 200 | 50021 | Ankeny | IA | MDM Equity-2012 LLC |
| 2509 | 1676 Sycamore Street | 52240 | Iowa City | IA | LBD Properties LLC |
| 2333 | 1903 Park Avenue | 52761 | Muscatine | IA | Muscatine Mall Management II, L.L.C. |
| 2399 | 500 Indianhead Drive | 50401 | Mason City | IA | Willow Creek Center Outlot II, LLC |
| 2499 | 3271 Marketplace Drive, Suite: C1 | 51501 | Council Bluffs | IA | Commercial Reposition Partners 17, LLC ("CRP 17") |
| 796 | 3275 S Federal Way | 83705 | Boise | ID | Avest Limited Partnership |
| 2469 | 1854 W. Pullman Road | 83843 | Moscow | ID | Palouse Mall LLC |
| 2290 | 722 West Town Center Blvd. | 61822 | Champaign | IL | SOAP CHAMPAIGN LLC |
| 138 | 4917 Cal Sag Rd | 60445 | Crestwood | IL | Brixmor SPE 3 LLC |
| 140 | 36 Danada Sq W | 60189 | Wheaton | IL | Danada Square West Shopping Center, LLC |
| 957 | 8245 W Golf Rd | 60714 | Niles | IL | Four Flags Shopping Center, LLC |
| 1579 | 4514 N Harlem Ave | 60706 | Norridge | IL | HAMHIC LLC |
| 1589 | 20 Countryside Plaza | 60525 | Countryside | IL | Plaza at Countryside, LLC |
| 2024 | 526 S State Route 59 | 60540 | Naperville | IL | Naper West LLC |
| 2048 | 362 W Army Trail Rd Ste 230 | 60108 | Bloomington | IL | Bloomington Owner, LLC |
| 2057 | 413 N Milwaukee Ave Unit 500 | 60081 | Vernon Hills | IL | Marketplace at Vernon Hills, LLC |
| 2065 | 714 Commons Drive | 60134 | Geneva | IL | North Geneva Commons LLC |
| 2103 | 15722 S. La Grange Rd | 60462 | Orland Park | IL | Lake View Plaza Owner, LLC |
| 2113 | 373 E Palatine Road | 60004 | Arlington Heights | IL | Town & Country Chicago Associates, LLC |
| 2117 | 2639 N. Elston Ave | 60647 | Chicago | IL | Emmes, LLC |
| 2220 | 2741 Plainfield Road | 60435 | Joliet | IL | BMA Joliet Commons LLC |
| 2259 | 3310 Shoppers Drive | 60050 | Mchenry | IL | Fox River Owner, LLC |
| 2386 | 555 W. Roosevelt Road | 60607 | Chicago | IL | Joffco Square Shopping Center, LLC |
| 2465 | 2391 County Line Road | 60102 | Algonquin | IL | LEJ Properties, LLC |
| 2455 | 2917 North Vermillion Suite C17 | 61832 | Danville | IL | DANVILLE MALL, LLC |
| 2476 | 3911 16Th Street | 61265 | Moline | IL | Nonnenmann Family LLC |
| 503 | 425 N 32Nd St | 62301 | Quincy | IL | Quincy Cullinan, LLC |
| 521 | 1332 E Main St | 62901 | Carbondale | IL | University Place Improvements Owner, LLC |
| 527 | 1920 N Henderson St | 61401 | Galesburg | IL | CTL Property Management, LLC |
| 2250 | 3201 East Lincolnway | 61081 | Sterling | IL | L & L Properteis of Sterling, LLC |
| 2324 | 3940 Route 251 Suite A1 | 61354 | Peru | IL | Peru GKD Partners, LLC |
| 2418 | 1611 South West Avenue | 61032 | Freeport | IL | ARG JAFPTIL001, LLC |
| 2438 | 700 Broadway East | 61938 | Mattoon | IL | Rural King Realty, LLC |
| 607 | 3483 W 3Rd St | 47404 | Bloomington | IN | WH Plaza LLC |
| 2068 | 715 Us Highway 41 | 46375 | Schererville | IN | Ethan Christopher Arizona LLC |
| 2373 | 1916 E 80Th Ave No 14 | 46410 | Merrillville | IN | Acadia Merrillville Realty, L.P. |
| 2503 | 2610 25Th Street | 47201 | Columbus | IN | Daniel G. Kamin Eastbrook Enterprises |
| 2532 | 4024 Elkhart Road #25 | 46526 | Goshen | IN | HK New Plan ERP Property Holdings, LLC |
| 2229 | 10030 East Washington Street | 46229 | Indianapolis | IN | United Indy Investments LLC |
| 2312 | 1361 86Th Street West | 46260 | Indianapolis | IN | Prime Properties Investors Fund VIII, L.P. |
| 1863 | 2130 E Markland Ave | 46901 | Kokomo | IN | Hauck Holdings Alexandria, LLC |
| 2569 | 1025 Veterans Pkwy | 47129 | Clarksville | IN | Waterford Park North Associates, LLC |
| 566 | 4333 Franklin St | 46360 | Michigan City | IN | Lake Park Investors, LLC |
| 525 | 1625 W Mcgalliard Rd | 47304 | Muncie | IN | NW Plaza Muncie, LLC |
| 328 | 1129 N Baldwin Ave Ste 32 | 46952 | Marion | IN | 259 Indiana Holding, LLC |
| 573 | 3527 E Main St | 47374 | Richmond | IN | Richwal, LLC |
| 889 | 1406 Pilgrim Lane | 46563 | Plymouth | IN | PLYMOUTH CENTER LIMITED PARTNERSHIP |
| 899 | 630 Niblack Blvd # 6 | 47591 | Vincennes | IN | Vincennes Center, LLC |
| 995 | 2010 N Wayne St Ste G | 46703 | Angola | IN | Angola Square, LLC |
| 2439 | 1224 James Ave | 47421 | Bedford | IN | Regency Central Indiana, LLC |
| 2515 | 3703 N. Newton St | 47546 | Jasper | IN | Regency Jasper LLC |
| 665 | 5612 Grape Rd | 46545 | Mishawaka | IN | Wilshire Plaza Limited Partnership |
| 2424 | 1131 E. Ireland Road | 46614 | South Bend | IN | Broadmoor Plaza Indiana, LLC |
| 2481 | 2108 W 27Th Street | 66047 | Lawrence | KS | Park Plaza Joint Venture, LLC |
| 1046 | 2259 S 9Th St Ste 38 | 67401 | Salina | KS | Central Mall Realty Holdings, LLC |
| 2193 | 3665 North Rock Road | 67228 | Wichita | KS | MAVERICK BOX V, LLC |
| 2261 | 87 Spiral Drive | 41042 | Florence | KY | Houston Lakes Retail Center, LLC |
| 2489 | 219 Towne Drive | 42701 | Elizabethtown | KY | The Rouse Companies, LLC |
| 2392 | 500 Winchester Ave, Suite 700 | 41101 | Ashland | KY | ATC Glimcher, LLC |
| 2343 | 14569 N Us Highway 25 E. Unit 26 | 40701 | Corbin | KY | New Port Richey Development Company LLC |
| 2419 | 376 North L Rogers Wells Blvd | 42141 | Glasgow | KY | BARREN RIVER PLAZA PROJECT, LLC |
| 2233 | 5241 Frederica St. Space #3 | 42301 | Owensboro | KY | ARG OTOWEKY001, LLC |
| 2486 | 1804 Macarthur Blvd | 71301 | Alexandria | LA | Monroe Retail Group LLC |
| 2363 | 105 Northshore Blvd Suite 135 | 70460 | Slidell | LA | Woodmont Criterion Slidell GP LLC |
| 2508 | 91 Westbank Expressway Ste 490 | 70053 | Gretna | LA | Lake Charles PC, L.P. |
| 2544 | 725 Veterans Blvd | 70005 | Metairie | LA | Wilshire Plaza Investors, LLC |
| 2504 | 6634 Youree Drive | 71105 | Shreveport | LA | Louisiana Revitalization Fund, LLC |
| 814 | 665 Iyannough Rd | 02601 | Hyannis | MA | CTS Fiduciary, LLC, Trustee. |
| 107 | 232A South Main St | 01949 | Middleton | MA | DSM MB II LLC |
| 403 | 1302 Washington St | 02339 | Hanover | MA | Northern Rose Hanover, L.P. |
| 408 | 244 Worcester Rd | 01760 | Natick | MA | Wellman Family Limited Partnership |
| 472 | 174 Littleton Rd | 01886 | Westford | MA | Westford Valley Marketplace, Inc. |
| 777 | 43 Middlesex Tpke | 01803 | Burlington | MA | E&A Northeast Limited Partnership |
| 858 | 199 Boston Rd | 01862 | North Billerica | MA | Dudley Trading Associates Nominee Trust |
| 1610 | 436 Broadway | 01844 | Methuen | MA | Shri Swamine LLC |
| 2161 | 1073 Broadway | 01906 | Sauquo | MA | FOF 1073 LLC |
| 2403 | 96 Providence Highway | 02032 | East Walpole | MA | LCR Walpole LLC |
| 292 | 457 Dalton Ave | 01201 | Pittsfield | MA | El Gato Grande Limited Partnership |
| 177 | 454 State Rd | 02747 | North Dartmouth | MA | Dartmouth Marketplace Associates, L.L.C. |
| 477 | 300 New State Hwy | 02767 | Raynham | MA | Raynham Station LLC |
| 2129 | 1360 South Washington St Unit 3 | 02760 | North Attleboro | MA | North Attleboro Marketplace II, LLC |
| 2565 | 85 Highland Avenue | 2771 | Seekonk | MA | OSJ of Seekonk, LLC |
| 826 | 433 Center St Ste B | 01056 | Ludlow | MA | Big Y Foods, Inc. |
| 1609 | 367 Russell St Ste A06 | 01035 | Hadley | MA | RSS WFRBS2011-C3 -DE PMHN, LLC (Hampshire Mall) |

| Store # | Address | Zip | City | State | Landlord |
|---------|-------------------------------------|-------|------------------|-------|--|
| 1611 | 1000 Boston Tpke | 01545 | Shrewsbury | MA | 1000 Boston Turnpike LLC |
| 1879 | 100 Commercial Rd Space H | 01453 | Leominster | MA | Leo MA Mall, LLC |
| 395 | 20 Englar Rd | 21157 | Westminster | MD | Westminster Granite Mall, LLC |
| 1906 | 6161 Columbia Crossing Dr | 21045 | Columbia | MD | Columbia Crossing Outparcel, LLC |
| 1912 | 615 Bel Air Rd Ste F | 21014 | Bel Air | MD | KRG Bel Air Square, LLC |
| 2090 | 1951 Joppa Road | 21234 | Parkville | MD | Shopping Center Associates |
| 640 | 1313 National Hwy | 21502 | Lavale | MD | LaVale Plaza LLC |
| 480 | 1109 Maryland Ave | 21740 | Hagerstown | MD | South End Investors, LLC |
| 431 | 22576 MacArthur Blvd Ste 300 | 20619 | California | MD | Cedar PCP-San Souci, LLC |
| 106 | 2A Bureau Dr | 20878 | Gaithersburg | MD | GFS Realty Inc. |
| 123 | 6200 Greenbelt Rd | 20770 | Greenbelt | MD | G.B. Mall Limited Partnership |
| 1951 | 1003-C West Patrick St. | 21702 | Frederick | MD | Frederick County Square Improvements, LLC |
| 2148 | 15920 Grain Highway Se | 20613 | Brandywine | MD | Brandywine Crossing SC LLC |
| 2381 | 521 N. Solomon's Island Rd, Ste 34 | 20678 | Prince Frederick | MD | Fox Run Limited Partnership |
| 2382 | 11160 Veirs Mill Road, Unit 180 | 20902 | Wheaton | MD | Wheaton Plaza Regional Shopping Center L.L.C. |
| 875 | 732 Center St | 04210 | Auburn | ME | EVP Auburn, LLC and 730 Center Street Realty, LLC |
| 410 | 180 Jfk Plz | 04901 | Waterville | ME | Winter Street Partners Waterville LLC |
| 329 | 49 Topsham Fair Mall Rd Ste 17 | 04086 | Topsham | ME | Four J, L.L.C. |
| 176 | 2897 Oak Valley Dr | 48103 | Ann Arbor | MI | Oak Valley Centre, LLC |
| 2004 | 3737 Carpenter Rd | 48197 | Ypsilanti | MI | Deuter 65, LLC |
| 2377 | 5420 Beckley Road, Suite M | 49015 | Battle Creek | MI | Isaac Property & Holdings, LLC |
| 492 | 2950 Center Ave | 48732 | Essexville | MI | Sand Capital VI LLC |
| 306 | 18850 Mack Ave | 48236 | Grosse Pointe | MI | Mack13, LLC |
| 351 | 4405 24Th Ave | 48059 | Fort Gratiot | MI | Fort Gratiot Retail, LLC |
| 539 | 44740 Ford Rd | 48187 | Canton | MI | New Towne Center Owner LLC |
| 690 | 32065 John R Rd | 48071 | Madison Heights | MI | Madison Place, LLC |
| 733 | 4107 Telegraph Rd | 48302 | Bloomfield Hills | MI | 4107 Telegraph, LLC |
| 753 | 1865 W Genesee St | 48446 | Lapeer | MI | N & H Lapeer Limited Partnership. |
| 1927 | 14367 Hall Rd | 48315 | Shelby Township | MI | Shelby Town Center Phase I, LP |
| 1933 | 43570 W Oaks Dr # B-3 | 48377 | Novi | MI | RPT West Oaks II LLC (Include Site No. 125360) |
| 1940 | 20550 E. 13 Mile Road | 48066 | Roseville | MI | Vault Avenida Roseville Fabrics LLC |
| 1948 | 23877 Eureka Rd | 48180 | Taylor | MI | SRL Crossings at Taylor LLC |
| 1962 | 600 Brown Rd | 48326 | Auburn Hills | MI | Niki Auburn Mile, LP |
| 2003 | 8449 W Grand River Ave | 48116 | Brighton | MI | Brighton Mall Associates Limited Partnership |
| 2061 | 2105 S Rochester Road | 48307 | Rochester Hills | MI | The Hampton Plaza, LLC |
| 2104 | 23125 Outer Drive | 48101 | Allen Park | MI | Outer Drive 39 Development Co., LLC |
| 2407 | 50809 Waterside Drive | 48051 | Chesterfield | MI | ORF X Waterside, LLC |
| 1590 | 4190 E Court St Ste 101 | 48509 | Burton | MI | Stockbridge Courtland Center, LLC |
| 2017 | G3603 Miller Rd | 48507 | Flint | MI | GLP Flint, LLC |
| 2378 | 3323 Century Center St Sw | 49418 | Grandville | MI | Daane's Development Company |
| 305 | 12635 Felch St Ste 60 | 49424 | Holland | MI | ORF VII Felch Street, LLC |
| 2122 | 1099 N Wisner St | 49202 | Jackson | MI | Jackson Properties, L.L.C. |
| 2022 | 533 Mall Ct | 48912 | Lansing | MI | Corr Commercial Real Estate, INC |
| 2116 | 5663 Harvey Street | 49444 | Norton Shores | MI | Brixmor-Lakes Crossing, LLC |
| 2555 | 1800 M-139 Unit A | 49022 | Benton Harbor | MI | Realty Income Properties 31, LLC |
| 279 | 2576 S Main St | 49221 | Adrian | MI | Warwick Realty, LLC |
| 234 | 1910 N Saginaw Rd | 48640 | Midland | MI | Sky Midland Holdings, LLC |
| 348 | 2688 Us Highway 23 S | 49707 | Alpena | MI | Bear Pointe Ventures, LLC |
| 1594 | 1608 Anderson Rd | 49770 | Petoskey | MI | Bear Creek Station, LLC |
| 2521 | 1250 W. Perry Avenue | 49307 | Big Rapids | MI | Gen3 Investments, LLC |
| 1901 | 2520 Tittabawassee Rd | 48604 | Saginaw | MI | Saginaw Center LLC |
| 697 | 990 W 41St St Ste 2 | 55746 | Hibbing | MN | Irongate Associates, LLC |
| 2191 | 1400 Madison Avenue Suite #500 | 56001 | Mankato | MN | Madison Victory Group, LLC |
| 1902 | 8208 Tamarack Vlg | 55125 | Woodbury | MN | Tamarack Village Shopping Center, L.P. |
| 1935 | 12550 Elm Creek Blvd N | 55369 | Maple Grove | MN | KIR Maple Grove L.P. |
| 1941 | 12779 Riverdale Blvd Nw | 55448 | Coon Rapids | MN | NADG/SG Riverdale Village LP |
| 1952 | 7614 150Th St W | 55124 | Apple Valley | MN | Car Apple Valley Square, LLC |
| 2263 | 19154 Freepport Street Nw | 55330 | Elk River | MN | Mighty Mites Elk River |
| 2283 | 4120 Dean Lakes Boulevard | 55379 | Shakopee | MN | VEREIT |
| 863 | 1060 Highway 15 | 55350 | Hutchinson | MN | HUTCHINSON MALL REALTY GROUP, LLC |
| 1666 | 1401 Paul Bunyan Dr Nw Ste 60 | 56601 | Bemidji | MN | Bemidji Holdings, LLC |
| 1864 | 1605 1St St S | 56201 | Willmar | MN | Rockstep Willmar, LLC |
| 2404 | 200 Western Ave Nw, Suite C10 | 55021 | Faribault | MN | FARIBO WEST MALL, LLC |
| 1577 | 3600 Country Club Dr Spc 408 | 65109 | Jefferson City | MO | Capital Mall JC 1, LLC |
| 1918 | 3810 Crackerneck Rd | 64055 | Independence | MO | Spirit SPE Loan Portfolio 2013-3, LLC |
| 2257 | 1153 E. North Avenue | 64012 | Belton | MO | MAP BELTON, LLC |
| 1495 | 603 N Belt Hwy | 64506 | Saint Joseph | MO | Hilcrest MO LLC |
| 2153 | 15355 Manchester Rd | 63011 | Ballwin | MO | Central Plaza MZL LLC |
| 2294 | 101 Twin City Mall | 63019 | Crystal City | MO | Twin City Estate Corporation |
| 2361 | 1976 Phoenix Center Drive | 63090 | Washington | MO | PC II Vertical, LLC |
| 2268 | 6361 I-55 North | 39213 | Jackson | MS | Cookeville TN Investment Partners |
| 2225 | 3875 North Gloster Street | 38804 | Tupelo | MS | Goodmen Big Oaks, LLC |
| 856 | 3100 Harrison Ave | 59701 | Butte | MT | Butte-iful, LLC |
| 1696 | 3131 N Montana Ave | 59602 | Helena | MT | Volante Investments LLLP |
| 2284 | 80 South Tunnel Road Suite 30 | 28805 | Asheville | NC | Overlook Village Asheville, LLC |
| 2352 | 1800 Four Seasons Blvd, Space D1 | 28792 | Hendersonville | NC | Blue Ridge Mall LLC |
| 2252 | 625 N Berkeley Blvd #H | 27534 | Goldsboro | NC | Berkeley Mall, LLC |
| 2318 | E132 Morganton Heights Blvd | 28655 | Morganton | NC | ARG MHMORNC001, LLC |
| 2205 | 221 Norman Station Blvd. Suite 2211 | 28117 | Mooresville | NC | Weirfield Coat, Inc. |
| 2253 | 572 Sutter's Creek Blvd | 27804 | Rocky Mount | NC | TBF Group Sutters Creek, LLC |
| 653 | 2781 32Nd Ave S | 58201 | Grand Forks | ND | Grand Forks Limited Partnership |
| 2456 | 10521 S. 15Th Street | 68123 | Bellevue | NE | BV Wolf Creek, LLC |
| 266 | 2064 Woodbury Ave Ste 302 | 03801 | Newington | NH | Zero West Park Realty Trust |
| 824 | 270 Lafayette Rd Unit 8 | 03874 | Seabrook | NH | Brimor GA Seacoast Shopping Center LLC |
| 2301 | 160 Washington St Ste 606 | 03839 | Rochester | NH | Rochester Crossing, LLC |
| 2564 | 31 Gusabel Avenue | 3063 | Nashua | NH | Vickery DE Mall LLC |
| 830 | 12 Old State Rd | 03220 | Belmont | NH | Vernco Belknap, LLC |
| 904 | 80 Storrs St Ste 5 | 03301 | Concord | NH | Brimor Capitol SC LLC |
| 1614 | 200 S Main St Rt 12A | 03784 | West Lebanon | NH | Rancho Lebanon, LLC |
| 545 | 3926 Festival At Hamilton | 08330 | Mays Landing | NJ | Festival at Hamilton, LLC |
| 2341 | 281-28 Rt 10E | 07876 | Succasunna | NJ | Roxville Associates |
| 2409 | 1379 Hooper Avenue | 08753 | Toms River | NJ | SDD Inc. |
| 2089 | 66 Centerton Road | 08054 | Mount Laurel | NJ | Centerton Square Owners, LLC |
| 2558 | 1120 Hurlville Road | 8096 | Deptford | NJ | Deptford Plaza Associates, LLC |
| 551 | 3371 Brunswick Ave | 08648 | Lawrenceville | NJ | Federal Realty Investment Trust |
| 1309 | 1711 E University Ave | 88001 | Las Cruces | NM | G. E. Pan American Plaza, LLC |
| 1668 | 3140 Cerrillos Rd Ste B | 87507 | Santa Fe | NM | Two Guys Partners, LLC |
| 1769 | 1344 S Stewart St | 89701 | Carson City | NV | The Carrington Co. |
| 2204 | 2759 Mountain City Hwy | 89801 | Elko | NV | MP ELKO, LLC |
| 1602 | 19 Clifton Country Rd | 12065 | Clifton Park | NY | Clifton Country Road Associates, LLC |
| 1929 | 1440 Central Ave Ste 2 | 12205 | Albany | NY | Northway Mall Properties Sub, LLC |
| 455 | 2429 Military Rd | 14304 | Niagara Falls | NY | Niagara Square, LLC |
| 1930 | 1551 Niagara Falls Blvd | 14228 | Amherst | NY | Benderson Realty Development, Inc. |
| 1932 | 3540 McKinley Pkwy | 14219 | Blasdell | NY | 4405 Milestrip HD Lessee LLC |
| 2087 | 4101 Transit Road Ste 1 | 14221 | Williamsville | NY | 4101 Transit Realty, LLC |
| 1868 | 1530 County Route 64 | 14845 | Horseheads | NY | T SOUTHERN TIER PIL NY, LLC, T SOUTHERN TIER NY, LLC AND |
| 645 | 1385 Ulster Ave | 12401 | Kingston | NY | GBR Neighborhood Road Limited Liability Company |
| 153 | 580 Old Country Rd | 11590 | Westbury | NY | Westbury Rental |
| 257 | 735 W Montauk Hwy | 11704 | West Babylon | NY | MLO Great South Bay LLC |
| 2241 | 965 Central Park Ave | 10583 | Scarsdale | NY | Midway Shopping Center, L.P. |
| 301 | 318 E Fairmount Ave Rm 106 | 14750 | Lakewood | NY | Chautauqua Mall Realty Holding LLC |
| 358 | 162 Clinton St # 2 | 13045 | Cortland | NY | Salt City Development Co., LLC |
| 461 | 4908 State Hwy 30 Ste#8 | 12010 | Amsterdam | NY | 4908 Associates LLC |
| 822 | 228 W Main St Ste 12 | 12953 | Malone | NY | Malone Plaza Realty, LLC |
| 1089 | 2503B W State Street | 14760 | Olean | NY | Randall Benderson 1993-1 Trust |
| 2195 | 1283 Arsenal Street | 13601 | Watertown | NY | Arsenal Plaza Associates, LLC |

| Store # | Address | Zip | City | State | Landlord |
|---------|------------------------------------|-------|------------------|-------|--|
| 2356 | 160 Fairview Avenue Suite # 83 | 12534 | Hudson | NY | HUDSON RETAIL LLC, FAIRVIEW HUDSON LLC |
| 898 | 88 Dunning Rd Ste 23 | 10940 | Middletown | NY | Dunning Farms LLC |
| 1603 | 2600 South Rd | 12601 | Poughkeepsie | NY | POUGHKEEPSIE PLAZA MALL, LLC |
| 1943 | 3333 W Henrietta Rd Ste 90 | 14623 | Rochester | NY | South Town Plaza Realty LLC |
| 1949 | 3042 Ridge Rd W | 14626 | Rochester | NY | JAPM PLAZA LLC |
| 2211 | 3225 State Route 364 | 14424 | Canandaigua | NY | Widewaters Roseland Center Company, LLC |
| 2064 | 330 Towne Center Dr | 13066 | Fayetteville | NY | COR Route 5 Company, LLC |
| 417 | 1500 Canton Rd | 44312 | Akron | OH | Akron Center Associates, LLC |
| 2021 | 3977 Medina Rd | 44333 | Akron | OH | Albrecht Incorporated |
| 1621 | 10400 Reading Rd | 45241 | Evendale | OH | Village Crossing Partners, LLC |
| 2147 | 8125 Arbor Square Drive | 45040 | Mason | OH | Arbor Square LLC |
| 2240 | 10166 Colerain Avenue | 45251 | Cincinnati | OH | TKG Colerain Towne Center, LLC |
| 2513 | 3177 Princeton Road | 45011 | Hamilton | OH | BZA Indian Springs, LLC |
| 1592 | 5005 Grande Blvd | 44256 | Medina | OH | Medina Grande Shops, LLC |
| 1923 | 26337 Brookpark Rd | 44070 | North Olmsted | OH | 833 Great Northern II, LLC |
| 2272 | 1533 Golden Gate Plaza, Suite #153 | 44124 | Mayfield Heights | OH | NH Golden Gate LLC |
| 523 | 1216 N Memorial Dr | 43130 | Lancaster | OH | Hickman Properties II |
| 1928 | 1265 Polaris Pkwy | 43240 | Columbus | OH | Polaris Towne Center SC, LLC |
| 1947 | 2747 Festival Ln | 43017 | Dublin | OH | FB Festival Center, LLC |
| 2001 | 3880 Morse Rd | 43219 | Columbus | OH | CRI Easton Square, LLC |
| 2012 | 2891 Taylor Rd | 43068 | Reynoldsburg | OH | Taylor Square Owner LLC |
| 2054 | 4600 W Broad Street | 43228 | Columbus | OH | ECHO/Continental Lincoln Village, LLC |
| 603 | 2850 Centre Dr Ste G | 45324 | Fairborn | OH | Beavercreek Towne Station LLC |
| 608 | 5001 Salem Ave | 45426 | Dayton | OH | Linda Barrett Properties, LLC |
| 227 | 2720 Elida Rd | 45805 | Lima | OH | Lima Center, LLC |
| 284 | 15765 State Route 170 Ste 1 | 43920 | East Liverpool | OH | Center Associates Realty Corp. |
| 309 | 1212 Oak Harbor Rd | 43420 | Fremont | OH | DW28 Fremont, LLC |
| 384 | 1080 N Bridge St | 45601 | Chillicothe | OH | Zane Plaza LLC |
| 2227 | 400 Mill Ave Se Suite 15 | 44663 | New Philadelphia | OH | New Towne Mall Realty Holding LLC |
| 2242 | 1001 N. Clinton St. Ste 01 | 43512 | Defiance | OH | Isaac Northtowne East Defiance, Ltd. |
| 2380 | 743 E. State Street, Suite O | 45701 | Athens | OH | Athens Center, LLC |
| 2448 | 1991 Tiffin Avenue | 45840 | Findlay | OH | Isaac Home Depot Findlay, Ltd. |
| 506 | 448 Pike St | 45750 | Marietta | OH | Lafayette Plaza, Inc. |
| 2451 | 756 Crossings Road | 44870 | Sandusky | OH | Sandusky Plaza LLC |
| 308 | 1608J Upper Valley Pike Ste C9 | 45504 | Springfield | OH | Springfield Plaza Associates, LLC |
| 378 | 282 S Hollywood Blvd | 43952 | Stuebenville | OH | Hollywood Center, Inc. |
| 2459 | 67800 Mall Ring Rd Unit 305 | 43950 | St. Clairsville | OH | Ohio Valley Mall Company |
| 2502 | 5555 Youngstown Warren Road #14 | 44446 | Niles | OH | Boulevard Centre LLC |
| 2519 | 441 Boardman Poland Road | 44512 | Youngstown | OH | RAF Investments Ltd. |
| 2393 | 449 Nw 2Nd St | 73501 | Lawton | OK | LTC Retail, LLC |
| 2291 | 519 N Main St | 74075 | Stillwater | OK | Bradford Plaza Capital Venture, LLC |
| 2358 | 4901 N. Kickapoo Street | 74804 | Shawnee | OK | WD JOANN LLC |
| 2397 | 732 Sw 6Th Street | 97756 | Redmond | OR | QBW Investments LLC |
| 2216 | 932 Nw Circle Blvd | 97330 | Corvallis | OR | Keizer Enterprises, LLC |
| 800 | 2122 Marcola Rd | 97477 | Springfield | OR | TRI-W GROUP |
| 792 | 2248 Santiam Hwy Se | 97322 | Albany | OR | LRG Santiam Albany, LLC |
| 870 | 4069 Nw Logan Rd | 97367 | Lincoln City | OR | Gorge Leasing Company |
| 915 | 1324 W 6Th St | 97058 | The Dalles | OR | Cascade Square, LLC |
| 1731 | 1611 Virginia Ave | 97459 | North Bend | OR | Yoo Jin Lodging, Inc. |
| 2232 | 180 Se Neptune Drive, Suite A | 97146 | Warrenton | OR | Sunset-River, LLC |
| 2311 | 1090 Northeast E Street | 97526 | Grants Pass | OR | Grants Pass Venture, LLC |
| 2321 | 2880 South 6Th Street | 97603 | Klamath Falls | OR | Klamath-Jefferson, LLC |
| 633 | 1401 N Highway 99W | 97128 | Mcminnville | OR | McWain Limited Partnership |
| 1742 | 1842 Molalla Ave | 97045 | Oregon City | OR | SMB Holdings, LLC |
| 2101 | 7270 Ne Butler St | 97124 | Hillsboro | OR | Pacific Realty Associates, L.P. |
| 2396 | 4005 Sw 117Th Street | 97005 | Beaverton | OR | Schnitzer Properties, LLC |
| 2554 | 10174 SE 82nd Avenue | 97086 | Clackamas | OR | Gulsons Retail, LLC |
| 145 | 2570 Macarthur Rd Ste 12 | 18052 | Whitehall | PA | ARD MacArthur, LLC |
| 1073 | 3415 Pleasant Valley Blvd, Ste 78 | 16602 | Altoona | PA | PVSC Company |
| 1131 | 1200 Market St | 17043 | Lemoyne | PA | Smith Land and Improvement Corporation |
| 2338 | 1425 Scalp Ave, Space 110 | 15804 | Johnstown | PA | University Park Associates Ltd. Partnership |
| 644 | 1860 Quentin Rd | 17042 | Lebanon | PA | Cedar Crest Square Associates, LP |
| 372 | 18921 Park Avenue Plz | 16335 | Meadville | PA | South Park Plaza, Inc. |
| 387 | 5456 Shaffer Rd | 15801 | Du Bois | PA | CGCMT 2006-C4-5422 SHAFFER RD LLC |
| 495 | 1678 Lincoln Way E # 7 | 17201 | Chambersburg | PA | Brentwood Village, LLC |
| 692 | 1570 Oakland Ave | 15701 | Indiana | PA | REGENCY INDIANA ENTERPRISES, LP |
| 2345 | 1 Susquehanna Valley Mall Dr, D6 | 17870 | Selinsgrove | PA | SVM - 10108887, LLC |
| 1185 | 153 E Swedesford Rd | 19087 | Wayne | PA | AZCO Partners |
| 1588 | 1465 W Broad St, Ste 20 | 18951 | Quakertown | PA | Quakertown Holding Corporation |
| 1626 | 1200 Welsh Rd | 19454 | North Wales | PA | Montgomery Commons Associates |
| 2078 | 931 E Lancaster Ave | 19335 | Downingtown | PA | Free Range Ashbridge, LLC |
| 2092 | 320 Commerce Blvd | 19030 | Fairless Hills | PA | OXFORD VALLEY ROAD ASSOCIATES |
| 2111 | 400 S. State Rd | 19064 | Springfield | PA | Marple XYZ Associates, L.P. |
| 2303 | 600 Town Centre Drive Suite D-108 | 19342 | Glen Mills | PA | Concord Retail Partners, L.P. |
| 2354 | 397 Easton Rd | 18976 | Warrington | PA | Cheltenham-Ogontz Realty Partners, L.P.; Chalfont Realty Partners, L.P.; Provo Creekview |
| 2357 | 11000 Roosevelt Blvd | 19116 | Philadelphia | PA | Lebanon Pad, LP |
| 2512 | 351 West Schuylkill Rd | 19465 | Pottstown | PA | Pennmark Coventry Holdings, LLC |
| 221 | 1155 Washington Pike | 15017 | Bridgeville | PA | PZ Southern Limited Partnership |
| 224 | 160 Pullman Sq | 16001 | Butler | PA | Pullman Square Associates |
| 683 | 360 Tri County Ln | 15012 | Belle Vernon | PA | Tri-County Plaza 1989 Limited Partnership |
| 970 | 513 Clairton Blvd | 15236 | Pittsburgh | PA | PZ Southland Limited Partnership |
| 2045 | 7375 McKnight Road | 15237 | Pittsburgh | PA | COFAL Partners, LP |
| 2050 | 2011 E 19 | 16066 | Cranberry Twp | PA | Gumbert Associates - Cranberry Mall |
| 2051 | 3700 William Penn Highway | 15146 | Monroeville | PA | Murray-Bart Associates |
| 2053 | 1800 Park Manor Blvd Unit 5 | 15205 | Pittsburgh | PA | Park Associates |
| 2059 | 1600 Greengate Centre Blvd | 15601 | Greensburg | PA | THE Greengate Development, L.P. |
| 2286 | 1075 Woodland Road | 19610 | Reading | PA | Spirit BD Reading PA, LLC |
| 2574 | 638 Commerce Blvd | 18519 | Dickson City | PA | Brixmor Residual Dickson City Crossings, LLC |
| 236 | 505 Benner Pike | 16801 | State College | PA | Suburban Realty Joint Venture |
| 2262 | 1150 Carlisle Street Suite #3 | 17331 | Hanover | PA | WRD Hanover, LP |
| 2125 | 1500 Bald Hill Road Ste A | 02886 | Warwick | RI | Charter Warwick, LLC |
| 2492 | 123 Marketplace Drive | 29621 | Anderson | SC | Market Place Shopping Center LLC |
| 2328 | 2243 Ashley Crossing Dr, Suite C | 29414 | Charleston | SC | DT Ashley Crossing LLC |
| 2172 | 10050 Two Notch Rd Ste 13 | 29223 | Columbia | SC | Columbia (Northpointe) WMS, LLC |
| 2201 | 1945 West Palmetto Street #270 | 29501 | Florence | SC | FLORENCE (FLORENCE MALL) FMH, LLC |
| 2207 | 660 Spartan Blvd. | 29301 | Spartanburg | SC | CBL Westgate Crossing PropCo, LLC |
| 2511 | 930 22Nd Avenue S. | 57006 | Brookings | SD | Legacy Equity Group, LLC |
| 2479 | 2831 Wilma Rudolph | 37040 | Clarksville | TN | Governor's Square Company IB |
| 2194 | 1185 Vann Dr | 38305 | Jackson | TN | PAL Properties |
| 2494 | 108 Johnson City Plaza Dr | 37601 | Johnson City | TN | Johnson City Plaza, LLC |
| 2500 | 1409 East Stone Drive | 37660 | Kingsport | TN | Phil Simon Enterprises, Inc. |
| 2313 | 4627 Greenway Drive | 37918 | Knoxville | TN | Knoxville LevCal LLC |
| 2536 | 3150 Village Shops Drive | 38138 | Germantown | TN | EREP Forest Hill I, LLC |
| 1905 | 2000 Mallory Ln Ste 270 | 37067 | Franklin | TN | KRG Cool Springs, LLC |
| 2135 | 401 S Mount Juliet Rd Ste 640 | 37122 | Mount Juliet | TN | RPT Realty L.P. |
| 2170 | 208 Collier Dr | 37862 | Sevierville | TN | Governor's Crossing 124 Hudson Street LLC |
| 2402 | 1600 Jackson St. Northgate Mall | 37388 | Tulahoma | TN | Northgate Retail Partners |
| 2482 | 3206 South Clack Drive | 79606 | Abilene | TX | Abilene Clack Street, LLC |
| 2571 | 9500 S IH 35 Frontage Rd | 78748 | Austin | TX | BVA SPM SPE LLC |
| 1227 | 6330 E Mockingbird Ln | 75214 | Dallas | TX | Abrams & Mockingbird #1, Ltd. |
| 2083 | 1439 W Pipeline Rd | 76053 | Hurst | TX | KRG Market Street Village, LP |
| 2134 | 137 Merchants Row Ste 165 | 76018 | Arlington | TX | CPT - Arlington Highlands 1, LP |
| 2197 | 1049 E. I.H. 30 | 75087 | Rockwall | TX | CTO23 Rockwall LLC |
| 2212 | 2640 West University Dr | 76201 | Denton | TX | Rayzor Ranch Marketplace Associates, LLC |
| 2501 | 2000 F.M. 663 St 500 | 76085 | Midlothian | TX | Midlo Younger, LLC |
| 2560 | 715 Hebron Parkway | 75057 | Lewisville | TX | NADG/TRC Lakepointe LP |

| Store # | Address | Zip | City | State | Landlord |
|---------|----------------------------------|-------|-----------------|-------|--|
| 2575 | 19105 Lyndon B Johnson Fwy | 75150 | Mesquite | TX | T Mesquite MKT WVS TX, LLC |
| 1402 | 15520 Fm 529 Rd | 77095 | Houston | TX | EQYInvest Owner II, Ltd., LLP |
| 2226 | 1219 North Fry Road | 77449 | Katy | TX | IGI21 Katy LLC |
| 2415 | 9960 Old Katy Rd | 77055 | Houston | TX | WITTE PLAZA LTD |
| 2561 | 290 Meyerland Plaza | 77096 | Houston | TX | Meyerland Retail Associates, LLC |
| 2464 | 500 N. Jackson Rd | 78577 | Pharr | TX | PTC TX HOLDINGS, LLC |
| 2325 | 6351 E. Hwy 191 | 79762 | Odessa | TX | Chimney Rock Retail Associates, LLC |
| 2485 | 3142 Se Military Drive Suite 126 | 78235 | San Antonio | TX | CB Paso, LLC |
| 2308 | 4127 N Hwy 75 | 75090 | Sherman | TX | Sherman Commons, L.P. |
| 2334 | 1803 West 1800 North Suite G1 | 84015 | Clinton | UT | Legend Hills Properties, LLC |
| 2213 | 852 N Main St | 84074 | Tooele | UT | C-A-L Stores Companies, Inc. |
| 2528 | 2330 E. 3000 South | 84109 | Salt Lake City | UT | UFPTFC, LLC & BBTFC, LLC |
| 2505 | 145 Shoppers Way | 24073 | Christiansburg | VA | NVR Investments, LLC |
| 2255 | 1774 Rio Hill Center | 22901 | Charlottesville | VA | SCT RIO HILL, LLC |
| 2309 | 3405 Candler Mountain Rd | 24502 | Lynchburg | VA | River Ridge Mall JV, LLC |
| 2454 | 240 Commonwealth Blvd W | 24112 | Marlinsville | VA | WHLR-Village of Marlinsville, LLC |
| 2606 | 705 Dominion Square S/C | 22701 | Culpeper | VA | Dominion Square-Culpeper, LLC |
| 1270 | 1076 W Mercury Blvd | 23666 | Hampton | VA | KB Riverdale, LLC |
| 2209 | 5103 Main St. | 23188 | Williamsburg | VA | Williamsburg Developers, LLC |
| 2520 | 551 Hilltop Plaza | 23454 | Virginia Beach | VA | Brixmor GA Hilltop Plaza LLC |
| 102 | 6320 Seven Corners Ctr | 22044 | Falls Church | VA | Seven Corners Center LLC |
| 820 | 251 W Lee Hwy Ste 659 | 20186 | Warrenton | VA | Jefferson Associates, LP |
| 1875 | 12124 Fairfax Towne Center | 22033 | Fairfax | VA | SVAP FAIRFAX, LLC |
| 2158 | 14350 Smoke Town Rd | 22192 | Woodbridge | VA | Triple BAR Prionce William, LLC |
| 2159 | 9685 Jefferson Davis Hwy | 22407 | Fredericksburg | VA | Palani Properties, LLC |
| 289 | 308 Us Route 7 S | 05701 | Rutland Town | VT | Chase Green Mountain Ltd. Partnership |
| 2340 | 1400 Us Route 302, Suite 10 | 05641 | Barre | VT | Central Vermont Shopping Center, LLC |
| 2007 | 2886 Nw Bucklin Hill Rd | 98383 | Silverdale | WA | PK I Silverdale Shopping Center LLC |
| 810 | 470 Bridge St | 99403 | Clarkston | WA | Gateway Square Shopping Center |
| 1867 | 700 Ocean Beach Hwy Ste 100 | 98632 | Longview | WA | A.I. Longview LLC |
| 2199 | 510 East College Way | 98273 | Mount Vernon | WA | Mount Vernon Plaza Associates, LLC |
| 802 | 150 Port Angeles Plz | 98362 | Port Angeles | WA | Port Angeles Plaza Associates, LLC |
| 1687 | 481 N Wilbur Ave | 99362 | Walla Walla | WA | C.H.M. Development |
| 2443 | 1020 Stratford Road | 98837 | Moses Lake | WA | ML 96000 LLC |
| 354 | 25810 104Th Ave Se | 98030 | Kent | WA | KHP Limited Partnership |
| 789 | 7601 Evergreen Way | 98203 | Everett | WA | Columbia Cascade Plaza LLC |
| 793 | 2823 Ne Sunset Blvd | 98056 | Renton | WA | D & C Wong I, LLC |
| 805 | 15236 Aurora Ave N | 98133 | Shoreline | WA | Panos Properties, LLC |
| 1711 | 2217 Nw 57Th St | 98107 | Seattle | WA | D & H Hawley LLC |
| 1944 | 31523 Pacific Hwy S | 98003 | Federal Way | WA | KIR Federal Way 035, LLC |
| 1950 | 17501 Southcenter Pkwy | 98188 | Tukwila | WA | ZOLO, LLC |
| 2044 | 13410 Meridian East Ste A | 98373 | Puyallup | WA | WRI-URS Meridian, LLC |
| 2081 | 5824 196Th Street Sw | 98036 | Lynnwood | WA | Lynnwood Tower, LLC |
| 2093 | 4104 Tacoma Mall Blvd | 98409 | Tacoma | WA | Washington State Department of Natural Resources |
| 2173 | 3704 172Nd St Ne Ste F | 98223 | Arlington | WA | Northgate Station, LP |
| 1701 | 2801 E 29Th Ave | 99223 | Spokane | WA | Lincoln Heights Center, LLC |
| 1872 | 15110 E. Indiana Ave | 99216 | Spokane Valley | WA | Market Point I, LLC |
| 1700 | 300 Valley Mall Pkwy | 98802 | East Wenatchee | WA | Wiltman Wenatchee LLC |
| 2187 | 806 West Johnson Street | 54935 | Fond Du Lac | WI | SUSO 4 Forest LP |
| 2510 | 2700 N. Pontiac Dr Ste 150 | 53545 | Janesville | WI | South Peak Capital, LLC |
| 319 | 2021 Zeier Rd | 53704 | Madison | WI | Zeier Toy LLC |
| 324 | 2020 Silvermail Rd | 53072 | Pewaukee | WI | Silvermail Associates Limited Partnership |
| 862 | 5656 S Packard Ave | 53110 | Cudahy | WI | Packard Plaza Partners, LLC |
| 2079 | 16800 W Bluemound Road | 53005 | Brookfield | WI | ICA BFC Venture, LLC |
| 2347 | N78 W14531 Appleton Ave | 53051 | Menomonee Falls | WI | North Pointe Centre, LLP |
| 728 | 401 Bernard St | 53094 | Watertown | WI | Niemann Holdings, LLC |
| 2215 | 1150 Meridian Drive | 54467 | Plover | WI | Plover WI Holdings, LLC |
| 2322 | 600 N. Edwards Blvd | 53147 | Lake Geneva | WI | Lake Geneva Retail LeaseCo., L.L.C. |
| 2327 | 1645 North Spring St | 53916 | Beaver Dam | WI | 1645 N. Spring Street, LLC |
| 2487 | 1919 N Central Avenue | 54449 | Marshfield | WI | Marshfield Centre, LLC |
| 2517 | 2402 Roosevelt Road | 54143 | Marinette | WI | Pine Tree Partners, LLC |
| 2348 | 1226 Koeller St | 54902 | Oshkosh | WI | The Williams Family Trust |
| 2468 | 2629 S. Green Bay Road | 53406 | Racine | WI | Penny Racine, LLC |
| 2280 | 4079 Highway 28 | 53085 | Sheboygan Falls | WI | ROF TA Kohler LLC |
| 2450 | 4293 Robert C. Byrd Drive | 25801 | Beckley | WV | Raleigh Enterprises, LLC |
| 363 | 2311 Ohio Ave Unit C | 26101 | Parkersburg | WV | The PM Company |
| 2223 | 1400 Del Range Blvd | 82009 | Cheyenne | WY | Frontier Mall Associates Limited Partnership |
| 2366 | 2441 Foothill Blvd, Suite 5 | 82901 | Rock Springs | WY | Alturas White Mountain, LLC |
| 171 | 5381 Darrow Rd | 44236 | Hudson | OH | IRG Realty Advisors, LLC |

Schedule 2

Store Closing Procedures

Store Closing Procedures¹

1. The Store Closing Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
2. The Store Closing Sales shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Store Closing Sale shall be conducted on Sunday unless the Debtors had been operating such Closing Store on a Sunday prior to the commencement of the Store Closing Sales.
3. On “shopping center” property, the Debtors shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Debtors may solicit customers in the Closing Stores themselves. On “shopping center” property, the Debtors shall not use any flashing lights or amplified sound to advertise the Store Closing Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. The Debtors shall have the right to use and sell the Store Closing Assets. The Debtors may advertise the sale of the Store Closing Assets in a manner consistent with these Store Closing Procedures. The purchasers of any of the Store Closing Assets sold during the Store Closing Sales shall be permitted to remove the Store Closing Assets either through the back or alternative shipping areas at any time, or through other areas after store business hours; *provided*, however, that the foregoing shall not apply to the sale of de minimis Store Closing Assets, whereby the item(s) can be carried out of the store in a shopping bag.
5. Subject to paragraph 17 of the Order, at the conclusion of the Store Closing Sale, the Debtors shall vacate the Closing Store; *provided* that prior to vacating the Closing Store the Debtors will provide for the return of any personal property and furniture, fixtures, and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (“FF&E”) remaining at the Closing Store not owned by the Debtors to (i) the Debtors’ headquarters or (ii) the applicable lessor or owner of such property; *provided, however*, that the Debtors are not aware of any other parties with interests in the FF&E; *provided further*, that prior to vacating the Closing Store, the Debtors must remove any hazardous materials defined under applicable law from any leased premises as and to the extent the Debtors are required to do so by applicable law.
6. The Debtors may advertise the Store Closing Sales as “store closing,” “sale on everything,” “everything must go,” “everything on sale,” or similar-themed sales. The Debtors may

¹ Capitalized terms used but not defined in these Store Closing Procedures have the meanings given to them in the *Motion of Debtors for Entry of an Order (I) Authorizing and Approving the Conduct of Store Closing Sales, With Such Sales to be Free and Clear of All Liens, Claims, and Encumbrances, and (II) Granting Related Relief* (the “Motion”).

also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.

7. The Debtors shall be permitted to utilize sign-walkers, display, hanging signs, and interior banners in connection with the Store Closing Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Debtors shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors shall be permitted to utilize exterior banners at (i) non-enclosed mall Closing Stores and (ii) enclosed mall Closing Stores to the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Store Closing Sales are being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Debtors shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors any additional restrictions not contained in the applicable lease agreement.
8. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”
9. Except with respect to the hanging of exterior banners, the Debtors shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.
10. The Debtors shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Store Closing Sales. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.
11. The Debtors shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.
12. The Debtors and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, provided that such agreements do not have a material adverse effect on the Debtors or their estates.
13. Subject to paragraph 17 of the Order, the Debtors shall have the right to use and sell all FF&E owned by the Debtors (the “Owned FF&E”). The Debtors may advertise the sale of the Owned FF&E in a manner consistent with these guidelines. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag.

14. At the conclusion of the Store Closing Sales at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores' premises as set forth in the applicable leases. The Debtors and their agents and representatives shall continue to have access to the Closing Stores. In the event the Debtors reject the lease associated with a Closing Store, the Debtors will use reasonable efforts to facilitate a smooth transfer of possession, including, if practicable, the return of any key codes and security materials. The Debtors will use reasonable efforts to provide landlords of any such leases to be rejected with at least 14 days' advance notice prior to the Debtors' surrender of possession.
15. The rights of landlords against the Debtors for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease; *provided* that to the extent certain leases of Closing Stores require written confirmation of receipt of a key to effectuate surrender, this requirement is waived.
16. If and to the extent that the landlord of any Closing Store affected hereby contends that the Debtors are in breach of or default under these Store Closing Procedures, such landlord shall email or deliver written notice by overnight delivery on the Debtors as follows:

JOANN Inc.
5555 Darrow Road
Hudson, Ohio 44236
Attention: Legal Department

with copies (which shall not constitute notice) to:

Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
(302) 652-3131
Attention: Patrick J. Reilley, Stacy L. Newman, Michael E. Fitzpatrick, and Jack M. Dougherty
Email: preilley@coleschotz.com
snewman@coleschotz.com
mfitzpatrick@coleschotz.com
jdougherty@coleschotz.com

- and -

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C., Aparna Yenamandra, P.C.
Email: joshua.sussberg@kirkland.com
aparna.yenamandra@kirkland.com

- and -

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Jeffrey Michalik, and Lindsey Blumenthal
Email: jeff.michalik @kirkland.com
lindsey.blumenthal@kirkland.com